DOCUMENT RESUME

ED 378 120 SO 024 664

TITLE	Statement of Facts for 1984 City-Wide Mock Trial Competitions. Willa Ray, Plaintiff v. Harold Ray, Defendant. No. MT-84.
INSTITUTION	Georgetown Univ., Washington, DC. Law Center.; National Inst. for Citizen Education in the Law, Washington, DC.
PUB DATE	84
NOTE	30p.; For related items, see SO 024 656-674. Some pages may not reproduce clearly.
AVAILABLE FROM	Social Studies School Service, Dept. A3, P.O. Box 802, Culver City, CA 90232-0802.
PUB TYPE	Guides - Classroom Use - Instructional Materials (For Learner) (051) -- Guides - Classroom Use - Teaching Guides (For Teacher) (052)
EDRS PRICE	MF01 Plus Postage. PC Not Available from EDRS.
DESCRIPTORS	Citizenship Education; *Civil Law; Court Litigation; *Divorce; Instructional Materials; *Law Related Education; Secondary Education; Social Studies
IDENTIFIERS	*Mock Trials; *Street Law

ABSTRACT

Prepared by the District of Columbia Street Law Project for its 13th annual city-wide mock trial competition, this instructional handout provides the material for a divorce case. Willa Ray sues Harold Ray for divorce and asks the court for a lump sum of $12,500 and a monthly alimony of $300. During their marriage, Harold earned a law degree while Willa worked and contributed a larger share to their common expenses. The handout clarifies the laws and explains the legal precedents. As evidence, the handout provides the projected salaries and expenses of Willa and Harold as well as witness statements from Willa, Harry, two of their acquaintances, and employment consultants. Through participation in mock trials and analysis of the activity, students gain an insider's perspective on courtroom procedure and a basic understanding of the legal mechanism through which society resolves its disputes. Mock trials develop critical analysis, questioning and listening skills, and skills in preparing and organizing materials. (JD)

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1984 STREET LAW MOCK TRIAL MATERIALS

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SO 024 464

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SUPERIOR COURT OF THE
DISTRICT OF COLUMBIA

CIVIL DIVISION

Willa Ray, Plaintiff	)	
vs.	)	No. MT-84
Harold Ray, Defendant	)	

STATEMENT OF STIPULATED FACTS

Harold and Willa Ray were married on June 10, 1979, in Washington, D.C. No children were born of this marriage.

The Rays rented an apartment throughout their marriage until January 15, 1983, when Harold moved to Philadelphia, Pennsylvania. Willa remained at their Washington apartment.

Willa is a nurse, having received her Associate degree in May 1979 after two years of study at Capital City University. She passed her state board examination in June, 1979 and so earned her certificate as a Registered Nurse. She has worked full time during her marriage, including the three years Harold was attending law school. She is now earning an annual salary of $13,500.

Harold received his law degree from Capital University Law School in May 1982. While he was in law school from 1979 to 1982

These facts are totally fictitious. Any resemblance to actual persons is unintended and coincidental.

and during the first six months after his graduation, he worked part-time as a law clerk for a Washington, D.C., law firm. In January 1983, he separated from Willa and went to work for the Philadelphia Legal Aid Society, which provides legal services to low-income people. He was admitted to practice law in Pennsylvania in April 1983 and now makes an annual salary of $18,000. Harold's present monthly expenses are approximately $100 less than his monthly income.

On January 16, 1984, Willa sued for divorce under no-fault provisions of the District of Columbia divorce statute, alleging that she and her husband had been separated for a full year and declaring that there is no chance for reconciliation. Harold has agreed to the divorce.

As part of her suit for divorce, Willa is asking the court to award her a lump sum of $12,500. She believes this amount is owed her under D.C. Mock Statute 16-913M (attached) because during the three and one-half years of their marriage she contributed greater income than Harold did toward their living expenses, and this arrangement enabled him to attend law school and ultimately to earn his law degree.

Their income during that time is shown in the following chart:

I. Income During the Marriage When Living Together

Willa Conway Ray		Harold Ray	
1st year (6/79-6/80)	$11,000	1st year (6/79-6/80)	$ 1,500
2nd year (6/80-6/81)	12,000	2nd year (6/80-6/81)	4,500
3rd year (6/81-6/82)	13,000	3rd year (6/81-6/82)	5,000
4th year (6/82-1/83)	7,000	4th year (6/82-1/83)	7,000
Totals	$43,000		$18,000

It is agreed that Harold and Willa Ray pooled their incomes during the marriage and that the income went toward their living expenses. During that time Harold incurred additional expenses for law school tuition and textbooks, which totaled $13,500 over three years. This cost was met through a loan Harold took out for $6,500; a $3,000 scholarship he was awarded; and $4,000 from the couple's joint checking account.

Besides the request for a lump sum payment of $12,500 mentioned above, Willa is requesting that the court award her alimony of $300 a month if Ray stays with Legal Aid or $500 a month if he joins a private law firm. She believes she deserves this monthly alimony under D.C. Mock Statute 913M because:

(1) he now earns $18,000 a year and she only earns $13,500;

(2) he has the capacity to earn a much higher income in the future as a lawyer than Willa can earn as a nurse;

(3) Harold's misconduct caused the divorce because of his extramarital relationship with Lena Wade;

(4) Willa is able to meet her expenses on her current salary only through skimping on her necessities; and

(5) Harold promised her that after he finished law school she would have the opportunity to enjoy the financial benefits that his law degree would make possible.

Harold states that he should not have to pay her either a lump sum or monthly alimony because:

(1) he worked at a part-time job all during law school and contributed all his earnings toward their joint expenses, including the costs of her poodle "Pierre";

(2) he paid his own law school tuition and book costs through his scholarship, through a loan on which he still owes, and through his part-time job;

(3) he has not caused the breakup of their marriage because he has had no extramarital relationship with Lena Wade and because Willa, not Harold, is the partner seeking to sever the marriage relationship;

(4) Willa could afford her present monthly expenses if she did not incur such large expenses for the maintenance of her poodle; and

(5) he never promised her that there would be any tangible benefit available to her from his law degree and furthermore she has no right after the divorce to gain from the degree that he earned through his own labor and study.

Witnesses:

For PLAINTIFF:	For DEFENDANT:
Willa Ray	Harold Ray
Terry Allen	Courtney Gibbs
Jean Flores	Kelly Washington

The attached documents are stipulated and agreed to by both parties, but they have not been submitted to the court before the trial. These include:

1. Willa Ray's Present Income and Expense Statement
2. Harold Ray's Present Income and Expense Statement
3. Projected Future Income Analysis by Jean Flores
4. D.C. 1982 Tax Return Schedule C for Willa and Harold Ray

MOCK DISTRICT OF COLUMBIA STATUTES

16-904M. GROUNDS FOR DIVORCE.

(a) A divorce from the bonds of marriage may be granted if:

(1) both parties to the marriage have mutually and voluntarily lived separate and apart without cohabitation for a period of six months next preceding the commencement of the action;

(2) both parties to the marriage have lived separate and apart without cohabitation for a period of one year next preceding the commencement of the action.

16-913M. ALIMONY WHEN DIVORCE IS GRANTED.

(a) When a divorce is granted on the application of the husband or wife, the court may require him or her to pay alimony to the other spouse, if it seems just and proper.

(b) It is the intent of the city council that whenever appropriate an order for payment of support and maintenance shall be rehabilitative and temporary. In determining whether the granting of an order for payment of support and maintenance to a party is appropriate, and in determining the nature, amount, length of term, and manner of payment, the court shall consider all relevant factors, including:

(1) The relative earning capacity, obligations, needs, and financial resources of each party;

(2) The relative education and training of each party;

(3) The length of the marriage;

(4) The age, and physical and mental condition of each party;

(5) The extent to which it would be undesirable for a party to seek employment outside the home because he or she will be custodian of a minor child of the marriage;

(6) The separate assets of each party, both real and personal, tangible and intangible;

(7) The standard of living of the parties established during the marriage;

(8) The extent to which each party has made such tangible and intangible contributions to the marriage as monetary and homemaker contributions, and tangible and

intangible contributions by a party to the education, training or increased earning power of the other party;

(9) The relative misconduct of the parties in cases where the court, in its discretion, deems it appropriate to do so.

AFFIDAVIT OF WILLA RAY, PLAINTIFF

My name is Willa Ray, and I live at 711 Poplar Street N.W. in Washington, D.C. I earn $13,500 a year as a nurse on the regular staff of D.C. City Hospital.

I was not surprised when my husband Harold left our home in Washington for Philadelphia because I figured he wanted to be near his girlfriend, Lena Wade. My friends had warned me that something like this might happen when Harold entered law school and started meeting a lot of different people, but I never thought he would use me to pay the bills, then drop me for another woman as soon as he graduated.

He said so many times that he wanted us to have a prosperous future together and that he could provide luxuries for us if he became a lawyer. He also said he would take me to Paris once he was making over $35,000. I think I have a stake in his degree, too, and that is why I want him to pay me a just return on my investment in him.

I suspected Harold was involved with Lena Wade, who was in his study group. When he was in law school, Harold was almost never at home, and when he was, Lena would often call and they would talk for hours. Sometimes he stayed out until all hours at night. He said he was in the library, but I had no way of calling there to check on him. On those nights, I noticed Lena didn't call and I don't think that was a coincidence. I am sure they were together.

Eventually, Harold's relationship with Lena caused serious problems for our marriage. I tried to talk to him about it;

maybe I was just looking for some assurance that it wasn't true. But he said, "That's absurd -- there's nothing going on." Harold became more secretive, and we grew further and further apart. I suggested we get counseling to preserve our marriage, but Harold wouldn't agree.

I would have gone to Philadelphia to join him after January 1983 if I hadn't found out that he was seeing Lena there. In December 1982, Harold told me he was scheduled for a job interview in Philadelphia and that while there, he would stay with a friend. He didn't tell me, though, that the interview was going to be with Lena's father or that Mr. Wade was the head of a big law firm in Philadelphia and also President of the Board of the Philadelphia Legal Aid Society. He also didn't tell me that the friend he would be staying with was Lena. Once I learned about those circumstances from my friend Terry Allen, there was no way that I would leave my home, my job, my friends and family in Washington to go somewhere that Lena lived.

Besides, if I moved to Philadelphia, I would also have to start over again at a college there. I need to go to school part-time only for another two years to complete work for my bachelor of science in nursing. This costs me about $100 per month for tuition and books and I will then be in a position to make a couple of thousand dollars more per year. None of the nursing schools in Philadelphia that have a bachelor's program

will allow me to transfer any credits I have earned so far. I checked into this very carefully.

Harold has never understood or respected my interest in show dogs. He often complained that I was spending too much money on Pierre, my pedigree French poodle. But the fact is, Pierre is a good investment. I spend about $125 per month on him, but he has been certified as a champion and will be in demand for breeding purposes. Last year, he brought in $500, and as word gets around about his availability, other owners of pedigree poodles will want his services, and so that income will rise. Another point is that spending time getting Pierre ready for shows and attending meetings of show-dog owners gave me something worthwhile to do during those long evenings and weekends when Harold was "studying."

Alimony is a necessity for me, since I can't make it on my present earnings. I have to skimp on such things as phone calls, groceries, lunches, entertainment, and Pierre. I can't afford now to take him to shows or give him the special care a show dog needs to become a champion.

I gave up a good deal for Harold; after all, I helped pay his tuition and covered almost all his other expenses while he was in law school. He did work hard at his part-time job, but he did not make nearly enough money to support himself. I was the one who really earned that law degree.

Willa Ray's Present Income and Expense Statement

IN THE SUPERIOR COURT OF DISTRICT OF COLUMBIA

Willa Ray Defendant NO. MT-84

Harold Ray Plaintiff

Number of children who must be supported 0

I. List of all sources of income and average monthly income including wages, commissions, bonuses, rent, interest and dividends.

a. Nursing Gross $ 1,125

II. List of all monthly deductions from income.

a.	Income Tax	$ 250
b.	Social Security and/or pension contribution	$ 50
c.	Insurance (total of life and hospital)	$ 0
d.	Union or association dues	$ 0
e.	Assignments for debts or saving	$ 0
	TOTAL	$ 300

III. Total gross monthly income from all sources. $ 1,125

Total net monthly income from all sources. $ 825

IV. On reverse side list all monthly payments and necessary living expenses:

Total net income per month..... $ 825

Total monthly payments and necessary living expenses listed on reverse side..... $ 825

Balance..... $ 0

Affidavit

Willa Ray makes oath that the facts stated on this and the reverse side of this statement are true in substance and in fact to the best of affiant's information and belief.

Willa Ray
Affiant

List all blank accounts and present balances:

	CK. 300.	SAV.

IV. MONTHLY EXPENSES

Rent or house note.....	$	$ 325
Telephone.....		20
Utilities.....		65
Groceries.....		96
School supplies.....		-
School lunches.....		-
Work lunches.....		20
Automobile note.....		-
Automobile insurance.....		-
Gasoline & maintenance.....		-
Transportation to and from work.....		19
Dog care business expense.....		125
Laundry and drycleaning.....		15
Haircuts/beauty parlor.....		-
Babysitter.....		-
Life insurance.....		-
Hospital insurance.....		-
Doctor and Dentist bills.....		-
Drugs.....		-
Furniture payments.....		-
Other expenses.....		40
Tuition and books.....		100
TOTAL MONTHLY EXPENSES.....	$	825

AFFIDAVIT OF TERRY ALLEN, WITNESS FOR THE PLAINTIFF

My name is Terry Allen, and I live at 1673 49th Drive, S.E. I am a sales representative for Wilfred Products, Inc., which sells show dog supplies. Because my territory runs from Virginia to Pennsylvania, I do a lot of traveling.

I've known Willa Ray most of her life. We grew up in the same neighborhood in Washington, attended the same schools, and have many of the same ideas about life, love, and marriage. I didn't meet Harold until a week before their wedding. By that time, it was too late to talk her out of it. Don't think I didn't try. I knew what this marriage would do to Willa's dreams and ambitions, and I knew what it could do to our friendship, but she thought she was in love.

I even told Willa this, because I was worried the marriage wouldn't last. Harold was promising her the moon and the stars, and there was no way he was going to deliver. I remember talking to him at the wedding reception; I told him I hoped he would make Willa happy, that she deserved nothing but the best. I asked him if he knew what Willa was going to be giving up for his sake. "Of course I do," he said, "and believe me, I'll make it up to her."

Harold made a lot of promises and these made Willa happy at first. She would really beam when she talked about their plans: the big house in the country, the fancy cars, the cruises, even the promised trip to an international dog show in Paris. One day I asked Willa what she would do if Harold never

earned a big salary. She answered, "I don't know -- leave him maybe. I'm not sure how much he cares about me anyway."

I knew how much Willa sacrificed to enable Harold to go to law school. She had to pass up some important dog shows because her salary was supporting his schooling and she couldn't afford the grooming, the equipment, and the travel costs. She went to ten dog shows a year but after her marriage, she went to only five a year.

I never suspected anything was seriously wrong in their marriage until December 1982, when I was spending some time at my company's Philadelphia office. As I was on business in a high-income neighborhood one morning, I saw Harold coming out the front door of a new townhouse across the street. I expected to see Willa with him, but instead this other really sophisticated woman came out after him. The two of them got into an expensive foreign car that was parked in the driveway. I was too shocked to go say hello to him. He even held the car door open for her on the driver's side, and I have never seen him do that for Willa. As they drove away I could see him sitting close to her.

I quickly got into my car and followed them about a mile or so, because I was curious. They stopped at a store-front legal aid office. It looked like he kissed her quickly and got out of the car. After I got back to Washington, I decided to tell Willa about the incident. She was really hurt. What Harold was doing to her was a shame.

PROJECTED FUTURE INCOME ANALYSIS FOR HAROLD AND WILLA RAY
(Prepared for this case by Jean Flores and
stipulated to by both plaintiff and defendant)

Average salaries for attorneys in Philadelphia.

In Law Firms:

Starting	$28,000
After 5 years	50,000
After 10 years	75,000

In Legal Aid:

Starting	$16,000
After 5 years	25,000
After 10 years	35,000

Based on this, I estimate that if Mr. Ray stays in Legal Aid his income for the next 10 years will be $263,000 or an average of $26,300 per year. If he were to move to a law firm (as a large proportion of legal aid lawyers do after two years), I estimate his income for the same 10-year period would be $473,000, or an average of $47,300 per year.

Average salaries for Registered Nurses in Washington, D.C.:

With Associate Degree	$13,500
With Bachelor's Degree	$15,500

(Increases do not usually occur in this profession based on years of experience, but 5% per year increases for inflation can be predicted.)

Based on this and assuming Willa Ray completes her bachelor's degree in two years, I estimate her income for next 10 years as $164,445 or $16,445 per year.

The difference in my projected average annual earnings for the next ten years between Harold Ray and Willa Ray are as follows:

If Harold stays with Legal Aid: $9,855 per year (or $821/mo.)

If Harold goes to work for a law firm: $30,855 per year (or $2,571/mo.)

AFFIDAVIT OF JEAN FLORES, WITNESS FOR THE PLAINTIFF*

My name is Jean Flores, and I live at 7780 Acorn Drive, N.W. I am an economic consultant and an employment consultant with R & R Associates. I have been in this profession for ten years. My bachelor's and master's degrees are in economics from Federal University in Washington, D.C.

My employment consulting does not target individuals who are in the job market but instead serves companies and agencies who are looking for people to fill top professional and executive positions. As a regular part of my work, I must maintain an up-to-date picture of developing career patterns and compensation practices.

In preparing the attached "Projected Future Income Analysis", I have surveyed both the Philadelphia and Washington, D.C., employment scenes and researched salaries for the legal and nursing professions.

Because Willa Ray provided the bulk of support for Harold Ray, including paying part of his tuition while he was in law school, I believe it only just that she receive alimony to compensate her for her share of the value of his professional degree. Based on the differences in projected income, I would recommend that the court order Harold to pay Willa $12,500 in a lump sum. This represents one-half the amount she paid toward

* Both parties agree that Jean Flores will be considered an expert in the area of "projecting future average income" and waive the necessity of proof of her expertise in this area at trial.

their joint support during their marriage. In addition, I recommend that Harold pay Willa $300 a month. Based on my projections, his payments in future years should increase proportionately. It is reasonable to project that his salary will increase at a faster rate than hers -- especially if he joins a law firm and enters the high-income category of the lawyer in private practice. If he joins a law firm, I think he should have to pay her $500 a month.

I was hired in this case by Willa Ray to prepare these projections and to testify, for a fee of $300.

AFFIDAVIT OF HAROLD RAY, DEFENDANT

My name is Harold Ray and I live at 66 Johnson Street in Philadelphia, Pennsylvania. I am a staff attorney for the Philadelphia Legal Aid Society, where I began at a salary of $16,000, and now earn $18,000 per year.

My actual separation from Willa began when she broke her promise to move with me to Philadelphia last January 1983, but my problems with her had begun long before that. I loved her when I married her in 1979 but she turned out to be one of those women who is jealous of everything. Now, she wants to bleed me for money long after our marriage is over, and I think it is outrageous.

When we got married, she knew I planned to enter law school but she said as long as she was working full-time and I worked part-time, we could make ends meet. She didn't complain about paying the bills and buying the groceries. I worked harder than she did during the three years of law school, often staying all night in the library. All the money I made as a law clerk went to her and her show dog "Pierre."

That French poodle and her jealousy are probably what hurt us more than anything. With all the studying I had to do to keep my grades up, I couldn't waste a lot of time running around to dog shows with her and her friends, who talked endlessly about pedigrees and ribbons. She did not like my new friends, either. While they were discussing trends in the law or pressing world events, she only wanted to talk about little "Pierre." She

just didn't fit in, and it was embarrassing to me.

She was jealous of the time I spent away from her -- particularly in study groups. Once, when one of the group members, Lena Wade, called to ask about something that had gone on in a class she had missed, Willa answered the phone and was rude to her, and hung up without getting me. I have never been romantically or sexually involved with Lena, but Willa has never understood that. Lena is simply a good friend, as are the other two members of that study group, Bill Johnson and Courtney Gibbs. Willa even uses Lena as an excuse for why she didn't move to Philadelphia with me.

Around the time when we were talking about closing up our Washington apartment and when I was already in Philadelphia, one of Willa's so-called friends told her Lena and I were "shacking up." The truth was that I went for a job interview in December 1982 and I stayed at Lena's father's house to save money. (I didn't tell Willa where I was staying because I knew how jealous she would be.) Her father had lined up a job interview for me at Legal Aid. He is a partner in a big law firm and President of the Legal Aid Board of Directors. Lena also works in a law firm in Philadelphia.

I think it was unreasonable for Willa to refuse to move in January and to tell me "it was over." Willa knew how important it was for me to relocate to Philadelphia. In December, I had found out that I had failed the D.C. Bar Examination, which I had taken in July, and so I couldn't find a job working for a major D.C. law firm. Even the law clerk position I had had with a

local law firm was terminated after I told them I would have to take the bar exam again.

I was then offered the job with Philadelphia Legal Aid on a trial basis, even though I had not taken the Pennsylvania bar exam. After I passed the Pennsylvania exam last spring, I was pleased to learn I had a real future as a poverty lawyer. This had always been one of my ambitions, not just making a lot of money as some lawyers do.

We did live off some of Willa's income during our marriage, but I paid all my own school expenses. I also paid some of our living expenses, including the high cost of Pierre. Tuition and books were about $13,500 for the three years, but I had a $3,000 scholarship and $6,500 in loans (which I am still making payments on). The rest I paid for with my earnings from a part-time law firm job during my second and third years of school and also from summer jobs. My workload during law school was incredibly heavy. For example, in my third year, I worked 15 hours a week at $5 an hour for 40 weeks and another eight weeks in the summer at $250 a week. But she spent so much money on dog show entry fees, special gourmet dog food, and other supplies for Pierre that we still had trouble making ends meet. The attached D.C. tax form for 1982 shows how much that dog cost. To my knowledge, the only money the animal ever brought in for us was the $100 listed there for one breeding fee. Willa went right out and spent it on grooming supplies for him. What a waste!

I fail to see how she can expect me to pay her $12,500 because of the extra income she made during our marriage. Just

because one spouse earns a higher salary than the other doesn't mean the other owes him or her the difference. Marriage is not like investing in a business. I gave Willa love and affection and now she is claiming the only thing she cared about was a law degree.

What is more, I cannot afford to pay monthly alimony, either. I only have $100 extra per month after I have paid all expenses and I am trying to save toward purchase of a condominium for my own financial security. I spend all the rest of my money on necessities, including my new home computer that I need for working on legal briefs outside the office and that costs $75 a month for the next 16 months. It is my firm belief that Willa could reduce her expenses to a reasonable level if she puts off her involvement in the dog show circuit until she has her bachelor's degree and is earning more money on her own.

Harold Ray's Present Income and Expense Statement

IN THE SUPERIOR COURT OF DISTRICT OF COLUMBIA

Harold Ray Plaintiff NO. MT-84

Willa Ray Defendant

Number of children who must be supported 0

I. List of all sources of income and monthly weekly income including wages, commissions, bonuses, rent, interest and dividends.

a. Legal Aid Society Gross $ 1,500

II. List of all monthly deductions from income.

a.	Income Tax	$ 312
b.	Social Security and/or pension contribution	$ 25
c.	Insurance (total of life and hospital)	$ 68
d.	Union or association dues	$ 0
e.	Assignments for debts or saving	$ 0

	amount	balance
1. Student Loan;	$ 150	$
2. Dental Plan ;	$ 10	$
TOTAL	$ 565	$

III. Total gross monthly income from all sources. $ 1,500

Total net monthly income from all sources. $ 935

IV. On reverse side list all monthly payments and necessary living expenses:

Total net income per month.....$ 935

Total monthly payments and necessary living expenses listed on reverse side.....$ 835

Balance.....$ 100

Affidavit

Harold Ray makes oath that the facts stated on this and the reverse side of this statement are true in substance and in fact to the best of affiant's information and belief.

24 Harold Ray
Affiant

List all blank accounts and present balances:

First Savings Bank CK. $50 SAV. $1500

IV. MONTHLY EXPENSES

Rent or house note	$ 450	$
Telephone	30	
Utilities...(included in rent)		
Groceries	120	
School supplies	-	
School lunches	-	
Work lunches	60	
Automobile note	-	
Automobile insurance	-	
Gasoline & maintenance	-	
Transportation to and from work	40	
Clothing Replacement	25	
Laundry and drycleaning	20	
Haircuts/beauty parlor	15	
Babysitter	-	
Life insurance	-	
Hospital insurance	-	
Doctor and Dentist bills	-	
Drugs	-	
Charge accounts:		
Center City Computer (buying	75	
home computer on time - 16		
payments left)		
TOTAL MONTHLY EXPENSES	$ 835	

AFFIDAVIT OF COURTNEY GIBBS, WITNESS FOR THE DEFENDANT

My name is Courtney Gibbs, and I live at 865 Belle Place, S.W. I am an associate at the Washington, D.C., law firm of Towne, Street, and Hale and earn $36,000 a year.

I graduated from Capital City University's Law School in May, 1982. Harold Ray and I were classmates there, and we belonged to the same study group for the first two years of law school.

I knew that Harold was having problems with his marriage. A lot of people do when they first start law school because of the costs and time involved. Studying takes an enormous amount of time, but Willa was particularly tough on Harold. First, she didn't seem to be around a lot herself. Every time he called home she either wouldn't be at home because of this show dog she had or I would hear them argue over the dog. Harold said he never had any money because of the cost of taking care of that dog.

Second, she wasn't very friendly and that's why we never had group study sessions at his house. She didn't like Lena Wade in particular. Lena is very bright, articulate, and good looking. Willa was probably intimidated by her.

I spent a lot of time with Harold during law school, and I know that he and Lena were good friends, just as all of the members of our group were, but I am certain they did not have a romantic attachment. There was never any overt affection between them though I can't say what happened when they were alone.

As for Harold's becoming a legal aid lawyer, I say to each his own. Frankly, my interest has always been in becoming a partner in a big Washington law firm, where I can earn a substantial income. Already, I am making three times what Harold is, and I am not even a partner yet. Harold never seemed that interested in big money, though he did try to interview with some of the large firms and recently told me he might someday switch to a Philadelphia law firm.

After graduation, his grades were good enough to be hired by a firm, but after he failed the D.C. bar exam, it became difficult for him to get an interview. He then decided to become a poverty lawyer.

The local legal aid bureau didn't have any openings. In fact, they were laying off, so he tried Philadelphia. I admire Harold for his dedication, even though his career goals are very different from mine.

AFFIDAVIT OF KELLY WASHINGTON, WITNESS FOR THE DEFENDANT*

My name is Kelly Washington, and my address is 1990 16th Street, S.E. I am the Assistant Dean for Career Planning and Placement at the Capital City University School of Law, and I have held that position for ten years. Prior to that, I was the Assistant Director of Placement for Springfield College in Virginia for two years. I am a member of the National Association of College Placement Directors, and the American Association of Law Schools Section on Law School Administration.

I have known Harold Ray since he was a second-year law student, when we became good friends. I assisted him in preparing a resume and arranged interviews for him with local law firms. I continued to counsel him on career choices until he decided to take a job in Philadelphia with legal aid.

It has become increasingly difficult to place our law graduates in jobs as lawyers, much less high-paying jobs with law firms. This is a particular concern to me because I measure my success by the number of students my office places. Only about 70% of our 1982 graduates had found jobs as lawyers six months after graduation. Many, like Mr. Ray, had decent grades and excellent work experience, but encountered serious problems as a result of failing the D.C. Bar Examination. Even the most outstanding students from our school found it difficult to get in for interviews with top D.C. law firms because those firms limit

* Both parties agree that Kelly Washington will be considered an expert in the field of legal job placement and waive the necessity of proving that expertise.

interviews to students from Harvard, Yale, Stanford, Georgetown, and other "top 10" law schools. I feel Mr. Ray was fortunate to get this opportunity with legal aid. If he builds a fine reputation for himself and proves his skills as an attorney, it can be an effective stepping stone to a major law firm.

I am familiar to some extent with Mr. Ray's problems with his wife, having met her a few times. I observed that she tended to make negative comments about his studies in the presence of others, and she also spoke openly of the costs her dog necessitated. Mr. Ray told me several times that he gave her every dollar he was making while in law school. At one point he came to me to discuss how to go about obtaining a position in a big law firm, but it was clear to me that his real interest lay in working for low-income clients. Though Mr. Ray and I have become good friends, I have never formally met Lena Wade, nor did I ever observe the two of them together on campus.

From my experience in placement, I think it is risky at best to presume that future earnings of a lawyer can be clearly predicted. The job market is tight and the current move in Washington is to cut back support of the Legal Services Corporation, which funds Philadelphia Legal Aid. Consequently, Mr. Ray may not even have a job shortly. In addition, many law firms look down on legal aid lawyers because their experience in the field of poverty law makes it hard for them to fit into the usual law firm environment.

SCHEDULE C
(Form D-40)
DEPARTMENT OF FINANCE AND REVENUE

GOVERNMENT OF THE DISTRICT OF COLUMBIA
PROFIT (OR LOSS) FROM BUSINESS OR PROFESSION
(Sole Proprietorship)
▶Attach to Form D-40

1982

Name(s) as shown on Form D-40: Harold & Willa Ray

Your social security number: 132 40 6678

A. Main business activity: Show Dog ; product: 220 24 5513
(For examples: retail — hardware; wholesale — tobacco; services — legal; manufacturing — furniture; etc.)

B. Business name: Pierre C. Federal Employer Identification Number:

D. Business address: 711 Poplar Street N.W.

E. Indicate method of accounting: (1) ☑ cash; (2) ☐ accrual; (3) ☐ other.

F. Method of inventory valuation: N.A.

G. Was there any major change in determining quantities, costs, or valuations between opening and closing inventories?
☐ YES ☒ NO. If "Yes," attach explanation.

IMPORTANT — If you are engaged in a trade, business or profession in the District and your gross receipts or sales are over $12,000, file Form D-30.

All applicable lines and schedules must be filled in.

Income

1 a Gross receipts or sales . Breeding Fees	1a	100	00	
b Returns and allowances	1b			
c Balance (subtract line 1b from line 1a)			1c	
2 Cost of goods sold and/or operations (Schedule C-1, line 8)			2	
3 Gross profit (subtract line 2 from line 1c)			3	
4 Other income (attach schedule)			4	
5 Total income (add lines 3 and 4) ▶			5	100 00

Deductions

6 Advertising (Pet Journal)	15	00	28 Telephone (Long Distance To Enter Shows)	60	00
7 Amortization			29 Travel and entertainment. To shows	500	00
8 Bad debts from sales or services			30 Utilities		
9 Bank charges			31 Wages		
10 Car and truck expenses			32 Other expenses (specify):		
11 Commissions			a Special Food	500	00
12 Depletion			b Entry Fees (5 Shows)	50	00
13 Depreciation (explain in Schedule C-3)			c Dog care clippers,		
14 Dues and publications (dog Journals)	50	00	d cologne, clothing,		
15 Employee benefit programs			e no rangle lotion,		
16 Freight (not included on Schedule C-1)			f powder, ribbons &		
17 Insurance			g bows	240	00
18 Interest on business indebtedness			h Veterinarian Bills	240	00
19 Laundry and cleaning			i		
20 Legal and professional services			j		
21 Office supplies			k		
22 Pension and profit-sharing plans			l		
23 Postage			m		
24 Rent on business property			n		
25 Repairs (explain in Schedule C-2)			o		
26 Supplies (not included on Schedule C-1)			p		
27 Taxes (explain in Schedule C-2)			q		
			r		
			s		
			t		

33 Total deductions (add amounts in columns for lines 6 through 32t) ▶	33	1645 00
34 Net profit (or loss) (subtract line 33 from line 5) Enter here and in the appropriate column on Form D-40, page 2, line 31	34	1545 00

BEST COPY AVAILABLE